



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 26, 1990

SUBJECT: Proposal to Rename Town Lake Parkland

At the February 27, 1990 Parks Board, Mr. Charles Gandy, representing the Austin Youth Hostel located on Town Lake, requested that the parkland surrounding the hostel be renamed. The current name of the park is Town Lake Park, Lakeshore. The request is to rename the park Town Lake Park, Austin International Peace Park. All parkland on Town Lake is named Town Lake Park and sub-names are assigned to each sub-section of the park (e.g., Auditorium Shores, Lakeshore). The request would affect only the sub-name Lakeshore, not Town Lake Park. The sub-name "Sailaway Park" has never been adopted as a formal park name.

At the May 22, 1990 Parks Board meeting, the Parks Board made two requests of Mr. Gandy. First, hold a public hearing on the renaming proposal to demonstrate community sentiment and support. Secondly, meet with the Parks and Recreation Department (PARC) to select an alternative to the name Austin International Peace Park.

PARC staff meet with Mr. Gandy to address the two issues. Concerning the issue of a public hearing, it was decided to hold the public hearing at the Parks Board meeting to enable the Board to fully assess the to the public testimony. The neighborhood associations and planning sectors on both sides of Town Lake near the hostel were notified of the proposal.

In the same meeting, the selection of an alternate name was discussed. PARC is prepared to recommend "Austin International Peace Point" as a new sub-name for the area around the hostel; the name Town Lake Park would be retained as the name of all parkland on Town Lake. Mr. Gandy preferred to select no alternate name; he requested that the Parks Board take positive or negative action on the original suggestion, "Austin International Peace Park."

RECOMMENDATION

I recommend adoption of the sub-section park name "Austin International Peace Point."

Please contact me if you wish to have additional information.

A handwritten signature in cursive script, reading "Manuel A. Mollinedo".

Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM:SS



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 26, 1990

SUBJECT: Consider Cemeteries Contract

During the 1989-90 budget process, PARD was directed to solicit proposals for the management and operation of City of Austin cemeteries. On September 3, 1989 we advertised for proposals. A pre-bid conference was held with 16 potential bidders attending.

The request for proposals was intended to solicit a company to manage and operate the five cemeteries owned by the City: Austin Memorial Park, Evergreen, Oakwood, Oakwood Annex, and Plummers. Interested companies were to submit proposals which included administration, burial plot sales, burial services, and continuous grounds maintenance.

On the deadline, October 27, one proposal from Maintenance Management was received. A committee with representatives from the Parks Board, Parks and Recreation, Financial Services, and a city which contracts for such services, reviewed the proposal, interviewed the firm, and recommended further negotiation based on the potential for reducing or eliminating the General Fund subsidy of the program.

Basic terms of the agreement between the City of Austin and Maintenance Management are:

The contractor will operate and maintain the five cemeteries to defined performance standards, collect all revenues, and begin paying the City a percentage of total revenues. The contract is from date of execution to September 30, 1995, with 2 five-year extensions possible.

The contractor will negotiate with the City regarding sharing the costs of any development of new cemetery areas.

Current 1989-90 City of Austin expenditures for cemeteries are estimated at \$721,056. Income is estimated at \$563,789. These figures include a \$64,000 transfer from the Perpetual Care Trust Fund.

The first year costs to the City of Austin include a \$60,000 payment to the contractor for operating capital and one-half of the administrator's salary for four (4) months, plus termination pay if needed for lay-off of any employees. Placement of the 18.75 cemetery employees within Parks and Recreation or other city departments is being pursued. Eight (8) employees are designated to be placed in Parks and Recreation. The \$60,000 will be returned in year 3 of the contract if estimates are achieved. The City will receive 40% of revenues above defined estimates in the first two years and 3.5% of gross revenues up to \$1,000,000 and 7.5% above in succeeding years. 15% MBE/WBE participation by subcontractors is estimated.

I have attached a copy of the draft considered by the Board subcommittee, with notations of the changes to be made in the final draft at the Legal Department. The final draft will be presented to you at the Board meeting.

Please contact me if you need additional information.



Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM:SS

Mark indicate
Areas where changes
will be made or where
exact phrasing is still
under discussion.

**DRAFT
CONTRACT FOR**

**THE MANAGEMENT AND OPERATIONS
OF
CITY OF AUSTIN CEMETERIES**

SECTION I

STANDARD CONTRACT PROVISIONS

1.0 SCOPE OF WORK AND SPECIAL CONTRACT PROVISIONS

The Contractor shall conform to the Scope of Work and Special Contract Provisions as detailed herein and the Contractor's revised proposal as submitted. However, in the event any conflict should arise between the Contractor's proposal and this contract, the latter shall govern.

1.1 Title of Program

Management and Operation of City of Austin Cemeteries

1.2 Objective

The City of Austin's intent in contracting for management and operation of the cemeteries is to provide for a self-funded program, to continue or improve the quality of cemetery services available to the citizens of Austin, and to provide for the operation and maintenance of the cemeteries in perpetuity.

1.3 Scope of Work

1.3.1 Financial Capability

1.3.2 Operational Capability

Contractor's duties under this contract shall include the following:

A. Administration - To include the recording of all deeds of sale with the County and the management of information for property owners and interment location.

B. Sales Activities - To include sale of interment spaces at Austin Memorial Park and Evergreen Cemetery to the general public and funeral homes.

* Fees:
* Non-discriminatory sales
* Approval of sales forms & deeds
signature on "..."

- C. Interment Activities - To include space opening and closing, funeral set-up, and grave liner sales and installations.
- D. Grounds Maintenance - To include regular mowing, grave sinking, leveling of sunken graves, grass planting, litter control, minor repairs to irrigation systems, building maintenance, placement and removal of flowers, and, when possible, response to property owner requests.
- E. Monument Installation - To include site designation, layout, and installation.

1.4 Operation

Contractor shall provide all labor, materials, superintendence, technical personnel, apparatus, machinery, insurance, equipment, supplies and other incidentals necessary to provide general cemetery services and to assist funeral homes and oversee gravesite contractors prior to graveside services and to complete cleanup after services. Contractor shall act as cemetery caretaker and perform all duties pursuant to the existing rules and regulations established by the City of Austin for the operation of municipal cemeteries as specified in the following.

1.4.1 A. Basic Services to entail the following.

1. Opening and Closing of Cemeteries: Cemetery gates are to be opened at 8 a.m. and locked at 7 p.m. each day during daylight savings time. Gates shall be opened at 8 a.m. and locked at 6 p.m. during central standard time. The service shall be performed 365 days per year. At closing time, Contractor shall tour the grounds to ensure that all citizens are out of the cemetery before entrances are locked. Hours of operation to be subject to change by the City and shall be reviewed quarterly to ensure citizen satisfaction.
2. Caretaker Services - Contractor will maintain at least one full time on-site administrator Monday through Saturday 8 a.m. - 5 p.m. at A.M.P. and at least one full time on-site supervisor Monday through Friday 8 a.m. - 5 p.m. at Oakwood. Contractor agrees to employ

skilled and competent workers in the performance of this agreement.

3. Grave Plots - Grave plots are to be located and marked for excavation by the Contractor.
4. Showing of Lots for Sale - The Contractor will be responsible for showing cemetery lots for sale to citizens visiting the cemetery and assume the administrative responsibilities associated with cash sales of lots and burial services.
5. Clearing Gravesites - Gravesites where funeral services have been held, are to be cleared, sunk and leveled within 10 calendar days of services.
6. Clearing of Dead Vegetation - Fallen trees or tree limbs, dead vegetation and dead flowers are to be removed within fourteen (14) calendar days of their occurrence. Safety hazards shall be immediately corrected.
7. Clearing Live Vegetation - All small trees, overgrown shrubs and other plants growing near headstones, curbs or other objects that could be damaged shall be removed. Any small trees, overgrown shrubs and other plants which encroach on surrounding cemetery lots shall be cut back. The City will promptly provide all necessary permits required by contractor in order to perform these responsibilities.
- 7a. Weeds - Weeds in gravel on gravesites shall be removed by mechanical or chemical means.
- 7b. Brush - All brush cut by the contractor shall be stockpiled in an inconspicuous area until it can be removed by contractor. Removal shall be done within fourteen (14) calendar days of cutting.
8. Flying Flag - Where applicable, a United States flag shall be raised on the days listed below (weather permitting):

President's Day, Independence Day,
Mother's Day, Labor Day, Memorial Day,

Columbus Day, Flag Day, Columbus Day,
Flag Day, Veterans Day, Father's Day.

9. Recordkeeping - All daily burial and ownership records are to be maintained by Contractor and shall comply minimally to current City of Austin standards.
 10. Opening and Closing of Graves - Contractor shall retain ultimate responsibility for the performance of this agreement even if performed under subcontract. All interment requests are to be completed upon 12 working hours notice, including coordinating schedules with funeral home and families.
 11. Exclusivity - To the full extent allowed by law, Contractor has exclusive right to perform all services including lot sales, maintenance and interments for spaces sold after the effective date of the contract. Contractor may require reasonable fees and insurance of providers of services, including interments for spaces sold prior to and following the date of contract. Such fees and requirements shall be approved by the City.
- B. Turf Care - This work shall include all labor, materials, superintendence, technical personnel apparatus, machinery, insurance, equipment, supplies, incidentals and services to maintain in superior condition all areas in the developed sections of the municipal cemeteries (to include sect. 6 - undeveloped - at AMP). The activities are to include but are not limited to the following: moving, edging, fertilizing, irrigating, and controlling insects, and planting of vegetation as required, and in compliance with section 1.4.8 below.

Contractor shall employ a full-time grounds maintenance crew consisting of at least nine employees as follows:

- 1 ea. Crew Supervisor
- 2 ea. Tractor and large equipment operators
- 3 ea. Medium duty equipment operators
- 3 ea. Small equipment operators

with first ~~str~~ positions all cross-trained

crew to achieve turf maintenance responsibilities at all five cemeteries on a recurring cycle with anticipated frequency of not less than two complete cuttings per month.

C. Specialized Services - The Contractor agrees to be responsive to reasonable requests from private citizens with regard to attention or services requested above and beyond those provided all areas on a routine basis. Contractor will assist in the coordination of cemetery improvements and major repairs.

D. Contract Administrator - The Contractor agrees to pay 50% of the cost for a designated contract administrator for the initial four months of the contract. Such period may be shortened or extended upon mutual agreement.

1.4.2 Contractor shall acquire all equipment necessary for the performance of this agreement and shall have such equipment on-site for the performance of Contractor's duties. Equipment to be acquired or available for use is listed in Attachment A.

1.4.3 Contractor shall review current administrative practices and shall provide system improvements where indicated to meet legal and management information requirements on a timely basis.

The Contractor presently administers a city-owned cemetery with a computerized records keeping system which may, in part, be adaptable to the requirements here. Examples of this system will be made available for review.

1.4.4 Beautification-Improvement-Expansion

The contractor shall cooperate in developing and implementing plans for improving the appearance of the cemeteries and expanding the space sale sections. Contractor's obligation's shall be subject to 5.3(c) below.

1.4.5 Competitive Pricing

The City is committed to a pricing policy that will allow a profit factor but which maintains a competitive and reasonable structure which allows Austin citizens affordable access to cemetery spaces and services.

1.4.6 Facilities and Equipment

Equipment and facilities permanently installed at each cemetery (i.e. buildings, irrigation systems) shall be available for use by Contractor, but shall remain the property of the City of Austin.

The contractor shall provide routine maintenance and keep such equipment and facilities in good repair, (normal wear and tear excepted), but shall not be responsible for major repairs.

Upon termination of this contract, all structures and/or equipment furnished by the City and/or their replacement improvements to the cemetery facilities shall become City property and shall be returned to the City in reasonable operating condition.

property inc.

1.4.7 Maintenance Specifications

Maintenance standards shall be applied which call for mowing and trimming to keep grounds in an aesthetically pleasing condition. The contractor agrees to maintain developed areas at City of Austin Mode II, except for restrooms at Mode I, and undeveloped areas at Mode III as described in the attached document (See Attachment B).

Contractor shall provide routine road repair for cemetery roads.

1.4.8 Utilities

All utility expenses including water, electrical, gas sewer, and waste disposal required to operate the cemetery program will be borne by the contractor.

1.4.9 Fees

All changes in service and sales fees and any other fees associated with the cemetery program subsequent to this contract are subject to approval by the City Council.

1.4.10 Taxes

The contractor shall be responsible for all possessory interest taxes and all other licenses, fees and taxes which shall not be deducted from gross revenues. Any newly legislated tax imposed by the City of Austin that substantially affects

the Contractor's net revenues retained entitle Contractor to an equitable adjustment.

1.4.11 Additions and Maintenance

The City of Austin shall be responsible for major infrastructure development to include roadway development; installation of complete new irrigation systems; platting, surveying, and laying out of new sections of cemetery land; major landscaping installations of new section development.) Contractor shall be responsible for the maintenance and operation of any new additions to and continuing maintenance and repair of all cemetery facilities, properties, fixtures, plantings, furniture and related equipment, irrigation, plumbing, electrical, lighting, drainage and water flow systems. Major improvements to the cemeteries must be approved in advance by the City Manager or his designee.

*except as
indicated in
5.3 (c) below.*

1.4.12 Subcontracting

The contractor shall not subcontract any portion of the operation without written permission of the City of Austin.

1.4.13 Contract Bond

The contractor agrees to provide the City with a contract bond written by an insurance company authorized to do business in the State of Texas, in the amount of \$30,000 conditioned that the obligor therein will pay to the extent of the face amount of such bond all judgments, which may be recovered against contractor by reason of default, failure, or refusal of contractor to do and perform each and every, all and singular, at the time and in the manner specified, the promises, matters and obligations in this contract and shall pay over and make good and reimburse the City of Austin all expenses, losses and damages which said City may sustain by reason of any failure or default on the part of contractor, which bond shall be submitted to the City for approval within thirty (30) days from the date of notification of award of the contract.

2.0 TERM OF AGREEMENT

2.1 This Agreement shall be in effect from date of execution to ~~October 1, 1995~~.

Sept. 30 1995. *unless terminated sooner as provided herein*

2.2 This Agreement may, however, be extended for two (2) five year periods, subject to written mutual agreement. Either party shall be entitled to request notice from the other of intent to extend or terminate the contract at least one-hundred-and-eighty (180) days before the expiration date hereof.

2.3 Upon expiration of the initial term or period of extension, Contractor agrees to hold over under the terms and conditions of this Agreement for such time as is reasonably necessary to resolicit, provided Contractor shall not be obligated to holdover more than 180 days. [need holdover language re: payment]

To be agreed upon by both parties

3.0 TERMINATION AND REMEDIES. CANCELLATION

3.1 Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within 30 calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

3.2 A party may terminate this Agreement if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within 30 calendar days of receipt of written notice being given by the other party.

If more than 30 calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the Contract may be terminated upon 30 calendar days written notification.

Within 30 months after the execution of this Agreement, the City may cancel for convenience this Agreement upon 180 calendar days written notice to the Contractor. Effective date of such cancellation shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of Contractor. In the event of such cancellation, the City of Austin agrees to pay contractor within 60 days of notice of cancellation, as liquidated damages an amount equal to the sum of \$3,250 multiplied by the number of months (not to exceed 24) remaining in the current term of the contract less any portion of the \$40,000 advanced to the contractor for operating capital remaining unpaid.

*Change - 30 mo. guarantee
Cancellation for convenience
will require City of Austin
payment of \$3250 for
30 mo. remaining of 5yr.
contract, \$1625 for next
18 mo., remaining 12
at \$0.
\$40,000 advance
to be forgiven.*

- This is to be a disincentive to City to cancel for convenience.

m546
defined below

3.4 Should contractor and the City fail to agree on an adjustment to Retained Revenue Estimate (RRE) for Non-controllable Costs within a date (the Resolution Date) 45 days after the date contractor submits his adjustment request pursuant to Section 5.6(A) herein, contractor shall have the right to terminate the contract according to the following terms:

- A. Contractor shall continue to perform for an additional 180 days after the Resolution Date;
- B. Contractor shall receive all payments otherwise due Contractor for such performance;
- C. City shall also pay Contractor an additional amount equal to its Non-controllable Costs for the last 180 days of contractor's performance under the contract ~~less the \$60,000 advance if not repaid to the City of Austin;~~ and
- D. Contractor's obligations for further performance of the contract shall cease 180 days after the Resolution Date.

4.0 NEGOTIATIONS

Both parties reserve the right to have any additional terms and conditions incorporated into the Agreement provided an authorized modification to the contract is mutually agreed upon and duly executed by both parties.

5.0 FEEES AND PAYMENTS

5.1 Definitions

- A. Gross Operating Receipts (GOR): The GOR for any accounting period ~~is~~ the sum of receipts received ~~by~~ Contractor for grounds maintenance and burial management services including, but not limited to, lot sales, interments and special service requests. ~~The~~ list of services and prices, effective on ~~the~~ contract date, is appended hereto as Exhibit ____.
- B. Sub-contractor Payments (SCP): The SCP is the payment Contractor makes to Sub-contractor for its services related to burials. SCP payments will not exceed 93% of the sum of receipts derived from interment services.
- C. Net Revenues Retained (NRR): NRR is an amount derived by subtracting SCP from GOR, and is computed and reported quarterly.
- D. Retained Revenue Estimate (RRE): The RRE is a

negotiated forecast of NRR developed by the Contractor and approved by the City, determined for the ensuing 12 months, subject to the adjustment provided in Part 5.6 of this Contract. It is agreed that:

- (i) from the date of this Contract through September 30, 1990, the RRE shall be \$38,667 per month or prorated portion thereof;
- (ii) for the fiscal year commencing October 1, 1990, the RRE will be developed as provided herein, but in any event, shall not be less than \$485,000; and
- (iii) thereafter, for each of the ensuing years of the Contract, RRE will be developed as provided herein, but for each year of the four year period, the minimum RRE shall be an amount not less than (a) the previous year's RRE as it may have been adjusted plus (b) an inflation index factor of the current CPI rate. Five year estimates are based on a 4.5% CPI and will be adjusted annually based on actual CPI.

but not less than 3.5% or more than 5%
with extremes of CPI beyond these caps to trigger recalculation of rates.

E. Initial Payment: \$60,000 paid by the City to the Contractor within 30 days of the date of the signing of this Contract.

5.2 Payments to Contractor

The Contractor will be paid as follows:

- A. The Contractor will receive an Initial Payment of \$60,000; and which may be conditioned for use solely for the maintenance and care of graves or lots and which expenditure shall be specially accounted for.

The Contractor will be paid a Contractor's Fee calculated as follows:

- 1. The Contractor will receive all cash revenues generated by the operations of the cemeteries, referred to herein as the Gross Operating Receipts (GOR). From these revenues the Contractor will:
 - (i) Pay the Sub-contractor the SCP payments, leaving the Contractor with the NRR;
 - (ii) From which NRR the Contractor pays all

costs of operating and maintaining cemeteries.

2. In the event that NRR is less than the Retained Revenue Estimate (RRE), an adjustment, in the form of a City payment to ~~NRR~~ will be made. If NRR is less than RRE, then the amount will be calculated and paid, as follows:

- (i) For any required adjustment of any amount up to and including \$30,000 annually, the amount will be a sum equal to 50% of the required adjustment.
- (ii) For any required adjustment above \$30,000 annually, the amount may be a sum equal to 100% of said required adjustment in excess of the first \$30,000 or rates may be renegotiated quarterly or annually to adjust for this difference.

The amount will be paid to Contractor in accordance with the provisions of Section 32.1 of this Contract.

5.3 Budgets - RRE Estimates

- A. Coinciding with the City's annual budget process, the Contractor will prepare for the City's review and action annual budget estimates in sufficient detail to facilitate the City's inquiry and consultation. The review will discuss capital improvements, lot expansion, gross and net revenues, operational mode and expense, Sub-contractor payments, improvement plans and cemetery rules. The operating forecast will focus on development of the fiscal year's Retained Revenue Estimate (RRE), projected for each quarter of the coming fiscal year. The budget will be (i) furnished in a timely fashion and (ii) in writing, with assumptions and comments accompanying the budget figures.

- B. A final approved budget will be agreed upon on or before September 1, of each year.

- C. Contractor shall not be liable for cost of cemetery expansions, betterments or capital improvements that materially extend the life of the facilities.

5.4 Contractor's Accounting

- A. The Contractor shall prepare and maintain proper,

Add: To the extent that such estimates have the potential to appreciate, Contractor's net revenue, Contractor is willing to negotiate in good faith concerning possible participation in the cost of such improvements.

accurate and complete books, records and accounts regarding the operations, financial and other transactions related to the cemeteries to the extent necessary to report on the operation and enable the City to verify data with respect to any aspect of the operation in which the City has a material interest under this agreement.

The Contractor shall prepare and submit to the City periodic reports of the operation with respect to receipts, disbursements, lot sales, lot inventory, interments and capital improvements on a frequency and in such detail as the City may reasonably request. Contractor shall report on revenues on a monthly basis for the first six (6) months, with a complete reporting of all accountable items on a quarterly and annual basis thereafter. The Contractor will provide the City and its auditors, during normal business hours, and upon reasonable prior notice, access to the records to substantiate the Contractor's reporting and budgets.

- B. The accounting and reporting system of the Contractor shall provide, in addition to traditional line item classification, a capability to separate the cost of operating and maintaining the cemeteries between those recurring costs known to be necessary to operate in 1990 (Controllable Costs); and, those costs (Non-controllable Costs) that may occur during the term of this Contract which are attributable to the action of third parties, such as (i) items attributable to change in law, (ii) force majeure items, (iii) legal costs where Contractor is joined because of this Contract, (iv) a change in the City-mandated standard of care for cemeteries, (v) changes in social security tax rates and worker compensation insurance rates, and (vi) City-controllable utility rate increases in excess of CPI.

5.5 Payments to City

October 1, 1992
~~Commencing with the second anniversary of the first day of the first full fiscal year of the Base 5-Year Term, the Contractor will pay to the City a payment equal to 3.5% of the Gross Operating Receipts (GOR) up to annual receipts of \$1.0 million, and, 7.5% of any excess over \$1.0 million annually, or at a date prior to the second anniversary of the first full fiscal year of the Base 5-Year Term when revenues exceed estimate, City of Austin retains all revenues in excess of the estimate up to 5% of the GOR. At this point, the City of Austin will receive 3.5% of the GOR up to \$1.0 million and 7.5% of GOR over \$1.0 million.~~ *Oct 1, 1992*

40% of all revenues

5.6 Adjustments

- A. If the Contractor experiences an increase in Non-controllable Costs, he may request an adjustment in the current year's RRE adequate to cover the entire year's cost increase. The City agrees to promptly confer with the Contractor and to negotiate in good faith to afford the Contractor an appropriate adjustment in the Contractor's Fee for the preceding quarter and for the remainder of the Contract year. The agreed-upon adjusted RRE will replace the RRE for the payment computation described in Section 5.2(B).
- B. Pursuant to Sec. 5.2(B) the Contractor may, as set forth in Sec. 32.1, submit one or more quarterly invoices for a deficit in NRR (Net Revenues Retained), based on quarterly comparison of RRE and NRR; however, an annual re-statement and accounting for any payment paid or claimed, will occur at the end of the fiscal year and the (i) initial \$30,000 and (ii) excess above \$30,000 annual amount provisions of Section 5.2(B) shall govern this accounting with appropriate adjustment made to bring the quarterly payments into agreement with this governing annual amount agreement.

6.0 Travel Expense Review

N/A

7.0 FORCE MAJEURE

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause ~~not~~ within the control of the party whose performance is interfered with and which said party is unable to prevent by the exercise of reasonable diligence.

The City may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any City official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

9.0 CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Agreement have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. The Contractor also certifies that his firm complies with the requirements of City of Austin Ordinance No. 720615-A, Non-Discriminatory Employment Requirements, adopted June 15, 1972.

10.0 INDEMNITY

Contractor undertakes to indemnify the City from any and all liability loss or damages the City may suffer as a result of claims, demands, costs, or judgments against it arising out of the Contractor's performance of this contract, for all activities which Contractor can control within the Scope of Work.

11.0 INSURANCE

The Contractor shall carry insurance in the following types and amounts for the duration of this contract and furnish Certificates of Insurance as evidence thereof:

11.1 Statutory Workmen's Compensation

11.2 Comprehensive General Liability Insurance with minimum Bodily Injury combined single limit of \$500,000 for each occurrence and Property Damage limits of \$250,000 for each occurrence to include Premises - Operations, Broad Form Property Damage, Personal Injury and Contractual Liability coverage.

11.3 Automobile Liability Insurance for all owned, non-owned, and hired vehicles with limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage limits of \$250,000 for each occurrence.

11.4 Cemetery Professional Liability with minimum limit of \$250,000 to include errors and omissions in connection with the sale and transfer of Cemetery lots.

If the insurance policies are not written for the amount specified in 10.2 and 10.3 above, the Contractor is required to carry an Excess Liability insurance policy for any difference in the amounts specified. The Contractor shall be

responsible for any deductible amounts stated in the policies.

The Contractor shall not commence work under this contract until he has obtained all required insurance and until such insurance has been reviewed by the City of Austin Purchasing Office.

The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. In addition, the company must be acceptable to the City and all insurance (other than Workmen's Compensation) shall be endorsed to include the City as an additional insured thereunder.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until 45 days after the City has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, for the claims history of the industry as well as the Contractor.

11.5 Performance Bond

Sec 1.4.13

12.5

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor, the Contractor shall give written notice thereof, to the City (within two (2) working days after being notified) of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or

proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the Legal Department and the affected City Department, PO Box 1088, Austin, Texas 78767.

13.0 LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

Contractor agrees that he shall be in compliance with all laws, statutes, and other governmental provisions prevailing during the term of this Agreement.

14.0 AUDITING REQUIREMENTS

Contractor shall maintain and make available during ordinary business hours for inspection, audit and/or reproduction by any authorized representative of the City or any other governmental agency, books, documents, and other evidence pertinent to the costs and expenses of this contract. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature under the provisions of this contract. Facilities and operation are included as well.

15.0 ASSIGNMENT-DELEGATION

This contract shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. The City agrees to permit assignment of this contract to a duly formed corporation created and controlled by Contractor.

16.0 NOTICES

All notices under this contract shall be by registered mail. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of recipient.

17.0 LIMITATION

18.0 CONFLICT OF INTEREST

Interest of all parties concerned: No officer, employee, or agent either elected or otherwise, of the City or of the Contractor or any other party who exercises any function or responsibility in connection with the planning or carrying out of any agreement shall have any personal financial interest, direct or indirect, in this contract, or receive any benefits accruing therefrom, other than regular

employment or fee as agreed upon herein, nor shall any other person wherever connected, who has, or exercises any function or responsibility in connection with the Agreement have any personal financial interest, direct or indirect, in the contract or receive any benefits other than that accruing from compliance with this Agreement.

19.0 SEVERABILITY OF PROVISIONS

If any provision(s) of this contract is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties.

20.0 CHOICE OF LAW AND VENUE

Any causes of action arising under this Agreement shall be controlled by the laws of the State of Texas and venue shall be in District Court of Travis County, Texas.

21.0 CHANGES IN THE CONTRACT

22.0 CONTRACT ADMINISTRATOR

Manuel A. Mollinedo, Parks and Recreation Department, or his designee 1500 West Riverside Drive, Austin, Texas 78741, (512) 499-6717, will act as the contact point between the City and the Contractor and is designated the Contract Administrator.

23.0 RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by Contractor shall become property of the City upon receipt.

24.0 DELAYS

The City reserves the right to delay scheduled due dates if it is to the advantage of all concerned participating and at no cost to the Contractor.

25.0 PROTECTIONS AND RIGHTS IN DATA

Where activities of the Contractor supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the City of Austin has the right to use, and duplicate, the same for City business during the term of this Contract and any extensions thereof, but the City may not disclose same to others or allow others

to use or duplicate same. If the material is copyrightable, Contractor may copyright same, but the City of Austin is granted a royalty-free, nonexclusive, and irrevocable right to reproduce and use such material, in whole or in part during the term of this contract and any extensions thereof.

26.0 PATENTS

All inventions, designs, improvements, and discoveries made or conceived by the Contractor during the term of this Agreement, which pertain or relate to the business of the City or to any experimental work carried on by the city, shall be owned exclusively by the Contractor. However, the Contractor will promptly inform and disclose to the City all such inventions, designs, improvement, and discoveries. The City shall have a nonexclusive royalty-free license to use such discoveries and inventions during the term of this contract and any extensions thereof.

27.0 MAINTENANCE OF RECORDS

All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of a project, whichever occurs first; except that records will be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

28.0 PUBLICATIONS

All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in the contract document. When material, not originally developed, is included in a report, it shall have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

29.0 PLACE AND CONDITIONS OF WORK

~~The work~~ that is to be performed principally at City of Austin offices, the City shall provide conference areas and other work space for Contractor employees, and shall provide data entry assistance, and special supplies, in reasonable quantities for use by Contractor personnel. Contractor personnel shall adhere to the City's established procedures relating to the use of facilities and equipment. The aforementioned project manager shall be responsible to obtain information for the Contractor, and shall arrange all appointments, meetings, and conferences between Contractor's staff and City personnel, and shall make available to Contractor personnel those items as are needed to acquaint Contractor's personnel with the City's established

procedures.

30.0 PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be required to accept responsibility for all services offered in his proposal. The City of Austin will consider the selected Contractor's named representative to be the point of contact with regard to contractual matters. The Contractor will be provided consultation time with management and operational personnel of each participating City department.

31.0 PERFORMANCE

Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Contractor's obligation with respect to such performance shall continue in full force and effect.

32.0 INVOICES AND PAYMENTS

32.1 Within 15 days after the close of each quarter, the Contractor will submit to the City an accounting of the quarterly activity, including a comparison of NRR and RRE - and an invoice for the payment, if applicable. Such invoice shall be due and payable within 30 days of receipt by the City. (See Sec. 5.2(B) and 5.6(B))

32.2 Within 30 days after the close of any quarter, Contractor may submit a request for an adjusted annual RRE, based on increases in Non-controllable Cost (See Sec. 5.4 (B) and 5.6(A)). Any invoice for the prior quarter's adjustment will be paid within 30 days of receipt. The City's obligation is payable only and solely from funds available for the purpose of this contract. Lack of funds shall render this contract null and void to the extent funds are not available.

Attention is called to Section 9, Article VIII of the Charter stating that no money shall be paid to any firm, or corporation who is in arrears to the City of Austin for taxes. Contractor will be notified of such delinquency.

32.4 Contractor shall mail its accounting and invoice to Accounts Payable, City of Austin, P.O. Box 2985, Austin, Texas 78765-2985. The City shall pay Contractor at _____.

33.0 CONTINGENT FEES

The Contractor warrants that no person or selling agency has

been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

34.0 NOTICE OF ANTI-APARTHEID ORDINANCE CITY OF AUSTIN ORDINANCE NO. 860904-3

The City of Austin (City) in accordance with its responsibilities as an equal opportunity employer to ensure that the City transacts its business with other equal opportunity employers has passed the above-captioned ordinance prohibiting contracting for the purchase of products, goods and services originating in South Africa or Namibia or from contractors who render professional services to South Africa or Namibia. Certain exceptions are noted in the ordinance and contractor is under an affirmative duty to notify City of its inability to conform with the ordinance so that an appropriate determination may be made by the City.

- 35.0 Contractor's role concerning collection of accounts is limited to providing personnel, location, and procedures to receive payments; provided, however, Contractor shall send an invoice and one late notice for billing purposes. For insufficient fund checks, Contractor shall only be required to deposit the check one additional time. Contractor shall have no responsibility for collection of past due accounts, for any billings after the initial billing and the one late notice to a customer, or for the charging, receiving, or calculation of any interest or late charge.

Contractor agrees to submit to the City of Austin Claims Division requisite documentation of non payment and evidence of Contractor's attempt to collect. Contractor agrees to be available to testify as to his or her actions should a dispute result.

- 36.0 Contractor shall not be responsible for any claims, suits, and damages arising out of City activities concerning financing of sales and collection of past due accounts.
- 37.0 The contractor and Sub-contractor regard all financial statements as proprietary and not to be disclosed to third parties. In addition the terms of the sub-contract and service fee proposal are considered confidential and proprietary to the Contractor.

Equipment to be acquired:

\$17,375	o	Ford 2910 LCG Tractor with 917 H-74" flail mower
19,898	o	Two #1220 Ford Tractors with 60" belly mower
26,000	o	Two pick-up trucks
1,200	o	Utility trailer
10,400	o	Two four Wheel ATV
9,000	o	Three Commercial Walk Behinds
3,000	o	Four 21" push mowers
2,600	o	Six Commercial Line Trimmers
2,300	o	Two Commercial Hedge Trimmers
8,000	o	Two Commercial Air Blowers
800	o	Two Commercial Chain Saws
500	o	Hand Tools

\$101,073

In addition, for unusual work conditions ^{sist} or emergencies, the Austin operation has access to its parent company equipment in San Marcos, Texas that comprises a more extensive listing than that detailed above, including dump truck, front end loader, various vehicles and tractors.

Sub-Contractor Equipment:

A. Austin Memorial Park

1. Two backhoes with hydraulic ram attachments.
2. One 30 hp tractor for pulling trailer.
3. One concrete liner installation trailer.
4. Two 2 yard dirt trailers
5. Two trailers for tent setups.
6. One 1 ton truck for cemetery use.
7. One 6 yard dump truck for dirt removal from cemetery grounds.
8. One dirt compactor to settle graves.
9. One air compressor and jackhammer.
10. All necessary hand tools, such as, picks, shovels, rakes, hammers, etc. for operation.

B. Oakwood Annex, Oakwood, Evergreen, Plummers

1. One backhoe.
2. One concrete liner trailer.
3. One cemetery set up trailer.
4. One 6 yard dump truck.*
* "To be used at both locations."
5. Dirt compactor to settle graves.

D & M Services will provide necessary tents, grass, chairs, and lowering devices as needed for completion of tent setups.

D & M Services also has access to the following equipment in its current fleet:

1. Seven backhoes
2. Seven dump trucks (six 6 yard and one 12 yard)
3. Seven cemetery setup trailers.
4. Seven complete cemetery tent setups.



MEMORANDUM

To: Parks and Recreation Board

From: Manuel A. Mollinedo, Director
Parks and Recreation Department

Date: June 18, 1990

Subject: Revised Maintenance Costs/AMEGO

Attached for your review is the revised costs data for maintenance proposed in the Travis County park system. These costs represent an upgrade to the previous maintenance levels. (copy of previous chart attached)

The upgrade includes increased maintenance cycles related to mowing, trimming and servicing of park facilities.

Please contact me if you need additional information.

Manuel A. Mollinedo, Director
Parks and Recreation Department

Attachments

MAM:DM:sa

6/12/90

Fiscal Impact
City of Austin Operation and Maintenance of
Travis County Parks (1990 Budgets)

Park (Acres)	County Operation	City Operation	Travis County Savings
1. Allen (10)	\$ 13,795	\$ 12,092	\$ 1,703
2. Arkansas Bend* (195)	24,895	37,801	<12,906>
3. Cypress Creek* (15)	79,965	38,396	41,569
4. Dink Pearson (3.6)	10,525	7,310	3,215
5. Fritz Hughes (5)	13,795	9,900	3,895
6. Hamilton Pool (232)	83,610	83,246	364
7. Hippie Hollow* (109)	107,120	97,764	9,356
8. Loop 360 Boat Ramp (5)	13,325	9,900	3,425
9. Mansfield Dam* (65)	132,850	94,837	38,013
10. Mary Quinlan (5.8)	13,795	9,900	3,895
11. Richard Moya (105)	131,075	133,990	< 2,915>
12. Pace Bend* (1520)	165,390	183,712	<18,322>
13. Sandy Creek* (25)	30,525	33,826	< 3,301>
14. Selma Hughes (5)	13,795	9,900	3,895
15. Del Valle/Moya Fields (35)	130,130	81,850	48,280
16. Tom Hughes (5)	14,795	9,900	4,895
17. Webberville (100)	119,050	109,360	9,690
18. Windmill Run (50)	10,925	12,684	< 1,759>
19. Windy Point*/Romberg (211)	113,045	113,631	< 586>
Subtotal	\$1,222,405	\$1,089,999	\$132,406
20. Manor (6)	12,520**	11,750	770
21. Mollberg (10)	***	3,290	< 3,290>
22. David Reed (10)	***	3,290	< 3,290>
23. Honeycomb Hills (12)	***	3,948	< 3,948>
24. Laura Reed (10.5)	***	3,345	< 3,345>
25. Manchaca (5)	***	1,426	< 1,426>
26. Spicewood (5)	***	1,426	< 1,426>
27. Volente (1)	***	548	< 548>
28. McCarty Lane (2)	***	658	< 658>
29. Jesse Martin (10)	***	3,290	< 3,290>
30. Blue Bluff (123)	***	15,354	<15,354>
31. Little Webberville (10)	***	3,290	< 3,290>
32. ROW Litter Control	***	1,000	< 1,000>
33. Manor East-Rural (3)	***	5,550	< 5,550>
34. South Rural Center (3)	***	5,550	< 5,550>
35. Pistol Range (5)	***	5,344	< 5,344>
36. Precinct 2 (2)	***	3,700	< 3,700>
37. Planning/Design	38,696	38,696	-0-
38. Wild Basin Wilderness Contract	20,000	20,000	-0-
39. Other	4,566	-0-	4,566
Total	\$1,298,187	\$1,221,454	\$ 76,733

* LCRA Park

** Estimate anticipated use of a private contractor

*** Cost included in items 1-20 or in item 39 (Other)

LCRA/TRAVIS COUNTY PARKS -- FY 89 REVENUE COLLECTIONS

WEEK ENDING	ARKANSAS BEND	CYPRESS CREEK	HAMILTON POOL	HIPPIE HOLLOW	MANSFIELD DAM	PACE BEND	SANDY CREEK	WINDY POINT	LAKE CONCESS.	LEAGUE	TOURN.	CONCESS.	TOTAL REVENUE
10/2		198	228	1,731	1,126	1,278		1,043		1,205	455	120	7,384
10/9		356	268	2,121	1,326	2,220		967					14,642
10/16		258	262	2,161	1,104	2,124		830					21,381
10/23		196	266	2,022	1,274	1,314		706					27,159
10/30			94	945	701	482		168	497		275	30	30,351
11/6			381	1,526	866			926		50			34,100
11/13		6	261	1,666	842			612					37,487
PERMITS		35		5	35	15		10					37,587
11/20				470	274			226			209		38,766
11/27				754				406					39,926
12/4				517				188					40,631
PERMITS				5	35	5		45					40,721
3/5				124	46	510							41,401
3/12		938	430	3,307	2,561	3,341		2,606					54,584
3/19		605	262	2,941	1,626	3,535		638					64,191
3/26		302	209	2,410	1,571	3,214		761					72,658
4/2		713	296	3,862	2,192	3,580		2,614		3,060	970	290	90,235
PERMITS		40		40				45					90,360
4/9		924	293	3,796	2,309	3,285		2,832					103,799
4/16		1,024	400	1,992	1,744	2,333		2,093					113,385
4/23		1,166	491	4,072	3,299	5,942	192	3,809		410	150	50	132,966
PERMITS	70	10		10		25							133,081
4/30		851	391	3,220	2,448	3,392	214	2,402			400	80	146,479
5/7	192	881	233	5,882	2,559	4,513	154	2,890					163,783
5/14	132	246	200	2,238	1,368	1,930	106	1,296			75	30	171,404
PERMITS	35	35		10		10	35	10		615	175	30	172,359
5/21	361	1,088	468	4,163	3,152	4,760	251	3,707					190,309
5/28	849	1,871	1,005	8,106	5,370	20,712	467	6,395		685	75	30	235,874
5/4	350	986	1,000	4,908	2,895	4,650	230	4,371		560	200	50	256,074
5/11	156	750	993	4,285	3,438	5,661	90	3,605		135	325	120	275,632
PERMITS	35	50		25	30	10	75	15					275,872
5/18	292	974	616	4,849	3,294	6,916	351	3,923		565	450	90	298,192
PERMITS	40		40	15									298,287
5/25	62	748	528	3,183	2,118	3,968	90	2,395					311,379
7/2	340	1,069	901	4,466	715	6,489	294	4,403					330,056
7/9	474	1,568	1,327	6,737	7,695	10,566	264	6,186					364,873
7/16	152	502	935	4,650	3,444	5,697	196	3,713		310	405	130	385,007
PERMITS	25		15	25	25	25	25	25					385,172
7/23	244	183	1,096	4,649	3,100	5,708	228	3,512					403,892
7/30	212	365	598	4,049	3,144	4,290	182	3,371		1,085	500	140	421,828
3/6	198	310	963	4,244	2,923	3,568	164	3,885		880			438,963
3/13	230	241	891	4,320	2,764	4,141	142	3,001					454,693
PERMITS	35	35			20	10	35	10					454,838
3/20	134	104	812	4,221	2,772	4,235	132	3,035		1,210	550	180	472,223
3/27	114	130	796	4,079	2,886	2,954	138	2,964					486,284
3/3	508	242	988	7,311	4,008	8,607	180	4,177					512,305
3/10	108	26	996	2,862	1,618	1,640	92	2,027					521,674
3/17	30	20	424	2,586	1,782	2,071	15	1,583		470	375	120	531,150
3/24			360	2,225	1,036	1,724		1,520					538,015
<hr/>													
TOTAL	5,378	20,046	20,717	133,745	87,575	151,450	4,342	95,946	497	11,240	5,589	1,490	
<hr/>													
PROJECTED	9,000	42,000	15,000	115,000	110,000	165,000	8,300	72,200	1,200	44,115	14,705	4,000	
Total LCRA:		498,979								Total athletic fields:			18,319
INTEREST	66	582		9,646	2,561	5,290	58	3,647					

FISCAL IMPACT
CITY OF AUSTIN OPERATION AND MAINTENANCE
OF TRAVIS COUNTY PARKS (1990 BUDGETS)

PARK (ACRES) =====	COUNTY OPERATION =====	CITY OPERATION =====	TRAVIS COUNTY SAVINGS =====
1. Allen (10)	\$13,795	\$8,272	\$5,523
2. Arkansas Bend* (195)	24,895	37,320	(12,425)
3. Cypress Creek* (15)	79,965	28,621	51,344
4. Dink Pearson (3.6)	10,525	1,658	8,867
5. Fritz Hughes (5)	13,795	2,307	11,488
6. Hamilton Pool (232)	83,610	82,951	659
7. Hippie Hollow* (109)	107,120	93,576	13,544
8. Loop 360 Boat Ramp (5)	13,325	2,307	11,018
9. Mansfield Dam* (65)	132,850	91,951	40,899
10. Mary Quinlan (5.8)	13,795	2,677	11,118
11. Richard Moya (105)	131,075	96,725	34,350
12. Pace Bend* (1520)	165,390	178,246	(12,856)
13. Sandy Creek* (25)	30,525	30,025	500
14. Selma Hughes (5)	13,795	7,286	6,509
15. Del Valle/Moya Fields (35)	130,130	40,493	89,637
16. Tom Hughes (5)	14,795	2,305	12,490
17. Webberville (100)	119,050	90,243	28,807
18. Windmill Run (50)	10,925	5,371	5,554
19. Windy Point* /Romberg (211)	113,045	101,097	11,948
 SUBTOTAL	 \$1,222,405	 \$903,431	 \$318,974
 20. Manor (6)	 \$12,520 **	 \$764	 \$11,756
21. Mollberg (10)	***	1,274	(1,274)
22. David Reed (10)	***	1,274	(1,274)
23. Honeycomb Hills (12)	***	1,567	(1,567)
24. Laura Reed (10.5)	***	1,337	(1,337)
25. Manchaca (5)	***	3,172	(3,172)
26. Spicewood (5)	***	3,172	(3,172)
27. Volente (1)	***	127	(127)
28. McCarty Lane (2)	***	254	(254)
29. Jesse Martin (10)	***	1,274	(1,274)
30. Blue Bluff (123)	***	2,300	(2,300)
31. Little Webberville (10)	***	6,345	(6,345)
32. R.O.W. Litter Control	***	984	(984)
33. Manor East-Rural. (3)	***	3,807	(3,807)
34. South Rural Center (3)	***	1,903	(1,903)
35. Pistol Range (5)	***	3,172	(3,172)
36. Precinct 2 (2)	***	4,283	(4,283)
37. Planning/Design	38,696	37,920	776
38. Wild Basin Wilderness Contract	20,000	20,000	0
39. Other	4,566	0	4,566
	=====	=====	=====
 TOTAL	 \$1,298,187	 \$998,360	 \$299,827

* LCRA Park

** Estimate anticipated use of a private contractor.

*** Cost included in items 1-20 or in item 39 (Other).



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 18, 1990

SUBJECT: Town Lake, 138 kV Electric Transmission Line

At the Board meeting held on June 11, 1990 a brief presentation was made by the Electric Utility on the three options being considered for a new 138 kV transmission line across Town Lake. The Board was requested to consider the options with a view to approving a favored option at the next meeting.

As mentioned at that meeting, it was unclear if any of the overhead options would be allowed because of restrictions imposed by the grant from the Federal government to develop Town Lake. Staff from the Parks and Recreation Department and the Electric Utility met with the State Parks and Wildlife Department (Agents for administering the grant) last week to discuss the options. The Parks and Wildlife Department indicated that the overhead options would be permitted under the conditions of the grant. They felt that the visual improvements that would be gained by replacing existing transmission towers with a more slender design and the realignment of other transmission lines out of, and away from parkland would be beneficial to the overall appearance of Town Lake Park.

I feel that the aesthetic benefits to be gained from one of the overhead options, by removing and rationalizing other existing transmission lines, far outweigh the justification of ten times the cost for placing these lines underground. Additionally the Utility has indicated the the overhead option would offer greater reliability than underground lines as they are easier to repair and are a known technology.

Option B would combine the existing 69 kV circuit that crosses Town Lake with the new 138 kV circuit and would be re-aligned parallel to the railroad bridge. The existing lattice tower on the south side of

Parks and Recreation Board
138 kV Transmission Line
June 18, 1990
Page 2

the lake would be replaced, in the same location, with a new sleeker tubular steel tower. The tower on the north shore of Town Lake would be removed and new tubular steel tower relocated on the west side of the Seaholm Power Plant. The existing line, that runs from the tower on the north shore parallel with West First Street in a westerly direction, would be re-routed to the north of Seaholm.

As mentioned in the presentation at the previous meeting, the Electric Utility have proposed that, because of the substantial savings to be made from adopting the overhead option, consideration be given to joint projects between the Utility and the Parks and Recreation Department to carry out improvements to Town Lake Park.

Recommendation

I recommend that Option B, combining the existing and new circuits parallel to the railroad, be approved as the alternative for crossing Town Lake. Details of joint Town Lake Park improvement projects should be considered, developed and brought back to the Board for approval at a future meeting.



Manual A. Mollinedo, Director
Parks and Recreation Department

MAM:pm



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 18, 1990

SUBJECT: Blunn Creek Nature Preserve
Wastewater line rehabilitation
Temporary Access Easements

A request has been received from the Water and Wastewater Utility for approval of a temporary access easements through part of Blunn Creek Nature Preserve, to allow rehabilitation of the existing Blunn Creek Wastewater Interceptor that traverses the preserve.

It is necessary to construct a new manhole at the location where the the pipe changes size from 12" diameter to 15" diameter, this work is anticipated to take three days. This work will be carried out by Water and Wastewater crews.

The actual rehabilitation of the line will utilize a process that places a cured resin lining within the pipe without requiring any excavation, however it is necessary to gain access to individual manholes to allow for the installation of the lining. The contract for this part of the rehabilitation will be considered for approval by Council on June 28, 1990, with work scheduled to commence on July 9, 1990.

Because of the processes involved it is anticipated that only small items of construction equipment will be required to carry out all of the work. Two access routes have been selected by PARD Preserve staff and Water and Wastewater staff and shown as "Route A" and "Route B" on the attached drawings. These routes were carefully chosen to minimize damage to native vegetation within the preserve and allow for restoration.

Mitigation and Compensation requirements have been agreed upon and will be carried out when the rehabilitation contract is completed.

Recommendation

I recommend approval of the request for the following temporary access easements through part of Blunn Creek Nature Preserve to allow the rehabilitation of the Blunn Creek Wastewater Interceptor:

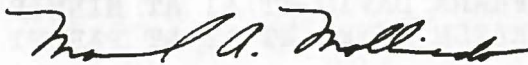
1. Route A - Between the access from Long Bow Lane and the location of the new manhole.
2. Route B - Between the existing vehicular access on St. Edwards Drive and the existing wastewater easement along Blunn Creek.

The approval of the above access easements are subject to the following conditions:

1. The project shall comply with the provisions of the "Construction in Parks Specifications", except as detailed below.
2. The two access routes shall be marked in accordance with Section 4.4(A) of the "Construction in Parks Specifications" and shall be approved by the PARD Preserves Manager. All construction activity shall be limited to the marked routes.
3. Vehicles shall be limited to a maximum size equivalent to a wheeled loader / backhoe or a 3/4 ton pickup truck. The use of any vehicles larger than this shall require the approval of PARD Preserve Manager.
4. Water and Wastewater Utility shall provide a crew to work with PARD Preserve staff to remove non-native plants within the preserve.
5. On completion of all construction activity the disturbed areas shall be restored / revegetated, to the satisfaction of the PARD Preserve Manager, by:
 - (a) Closing off access routes by using brush cut from site.
 - (b) Spreading mulch and installing erosion controls.
 - (c) Planting;
 - 3 - 1 gallon Coral Honeysuckle
 - 6 - 1 gallon Turks Cap
 - 2 - 1 gallon American Beautyberry

Parks and Recreation Board
Blunn Creek Preserve, Easement
June 18, 1990
Page 3

6. The rock bed of the creek shall be drilled, in locations to be marked by the PARD Preserve Manager to allow the installation of re-bar to secure stepping stones.
7. These temporary access easements shall expire 6 months after the date of approval by the Parks and Recreation Board.



Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM:pm

I N T E R O F F I C E M E M O R A N D U M

Date: 13-Jun-1990 09:13am CDT
From: Jack Dougherty
DOUGHERTY JACK AT A1 AT MINNIE
Dept: Water and Wastewater
Tel No: 322-2731

TO: Manuel Mollinedo (MOLLINEDO_MANUEL AT A1 AT PARDV1)
CC: Crespin (Cris) Guzman (GUZMAN_CRESPIN AT A1 AT MINNIE)
CC: Armand David Frank, Jr. (FRANK_DAVID AT A1 AT MINNIE)
CC: Peter Marsh (MARSH_PETER AT A1 AT PARDV1)

Subject: Construction of Manhole

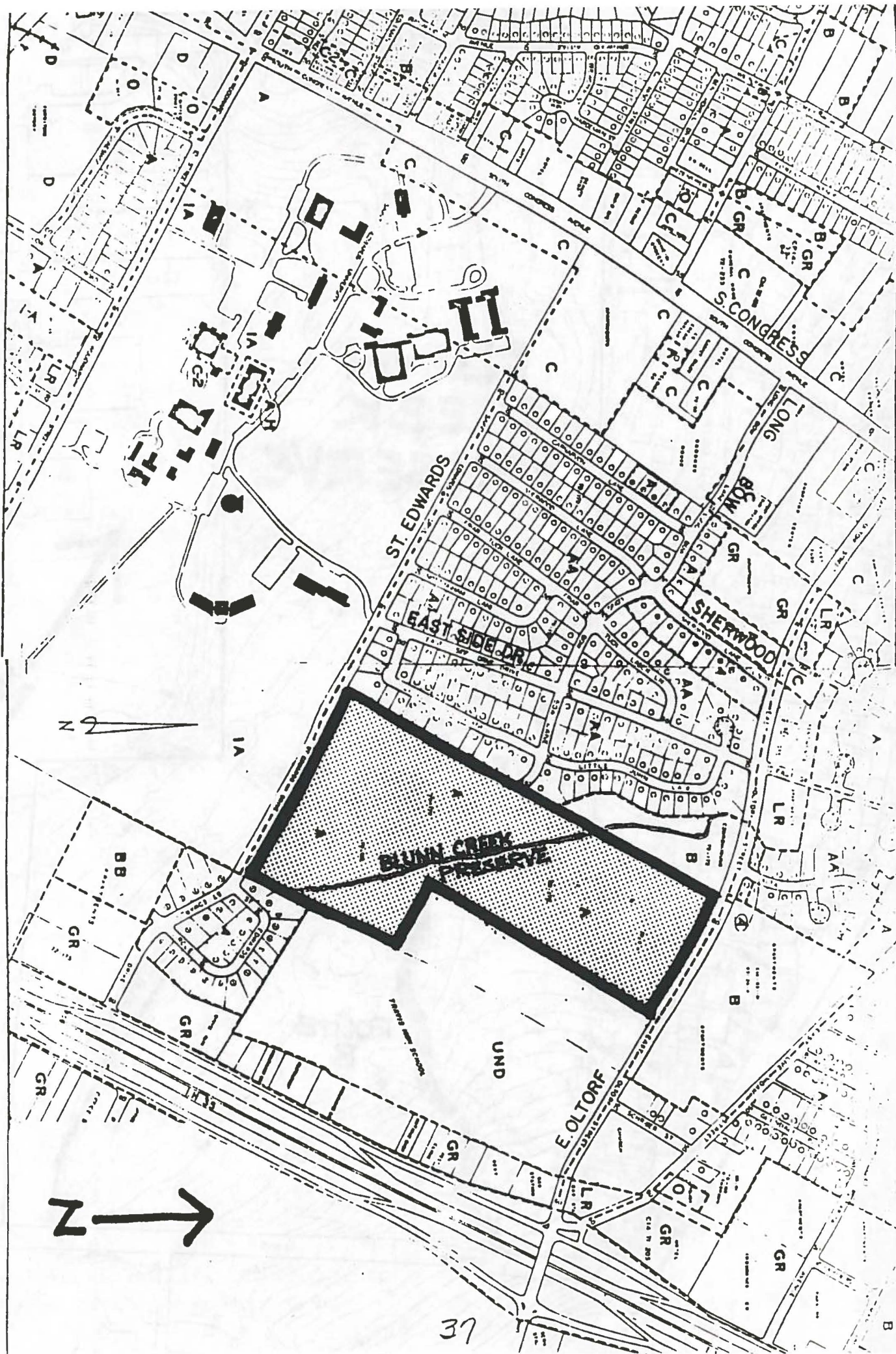
This is a request to allow the Water and Wastewater Utility access to construct a manhole on the Blunn Creek Wastewater Interceptor located on the west boundary line of the Blunn Creek Nature Preserve approximately 190 feet north of the north right-of-way of Long Bow Lane. The manhole is needed because the wastewater line makes a transition from a 12-inch diameter to a 15-inch diameter line.

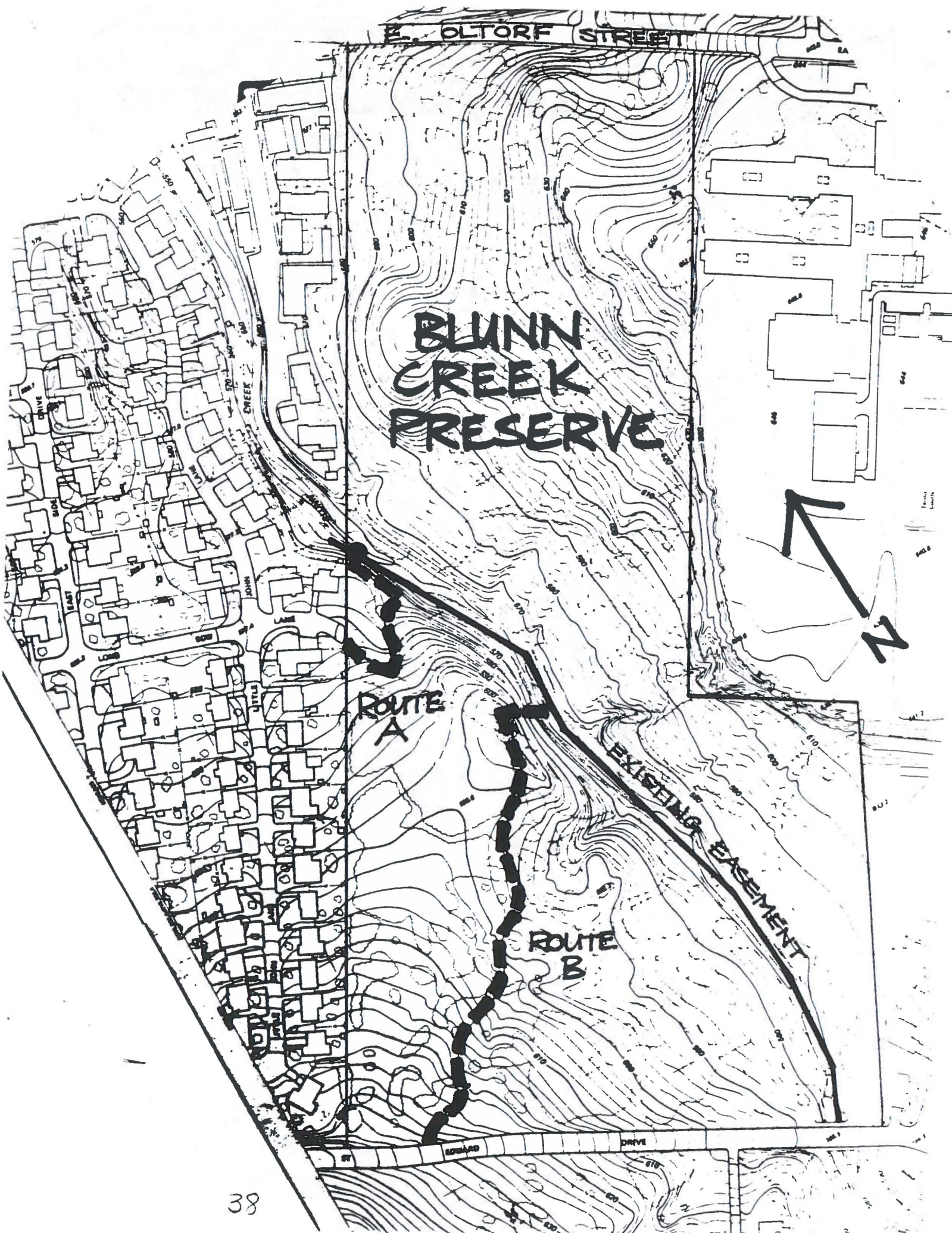
A contract will soon be let to Insituform Texark, Inc. to rehabilitate the line using the cured resin lining process which must work size for size. An access route has been delineated which is acceptable to Peter Marsh, Lea Stone, George Calhoun and myself. It is anticipated the work will require three days to construct the manhole.

The project is scheduled for City Council action June 28, 1990. Following approval, the Contractor should be ready to proceed the week of July 9th., using the same route of access that the Water and Wastewater equipment will be using.

If you need any additional information, please contact Jack Dougherty, P.E., at 322-2731.

Jack Dougherty, P.E.
Project Manager
Water and Wastewater Utility





E. OLTORF STREET

BLUNN CREEK PRESERVE

ROUTE A

ROUTE B

EXISTING EASEMENT



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 18, 1990

SUBJECT: Majestic Diner Garden

At your May 22, 1990 meeting, the Parks Board decided that the garden proposed by the owners of the Majestic Diner should be considered a permanent concession, and accordingly, that a Request for Proposals (RFP) should be issued for it. The procedure for RFPs for permanent concessions in Town Lake Park is described in the Town Lake Park Ordinance. Under the terms of that Ordinance, an Annual Report concerning concessions in Town Lake Park is prepared by PARD, and presented to the Parks Board and the Waterfront Planning Advisory Board each October. That report recommends any new permanent concessions for the Park. The recommendations must be approved by the Boards before an RFP may be issued for new permanent concessions in Town Lake Park.

As no action has been taken on the 1989 Annual Report, the following language is proposed to be added to the list of concessions recommended in that report:

8. The development of an educational organic garden, to be located on the east bank of Barton Creek, on the parkland fronting on the north side of Barton Springs Road. The purpose of the garden will be to demonstrate appropriate and innovative gardening practices (p.6, 1989 Annual Report, Attachment A)

The 1989 Annual Report is now under consideration by the Parks Board Concession Committee. Please contact me if you have any questions.

Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM: CK

xc: Mick Vann
Stuart Strong

Attachment

1989 ANNUAL REPORT ON TOWN LAKE PARK CONCESSIONS

January 1990

INTRODUCTION

The Town Lake Park Ordinance requires that a report concerning the concessions in Town Lake Park be prepared annually by the Parks and Recreation Department, and presented to the Parks Board and the Waterfront Planning Advisory Board. The report shall describe the current concessions in the Park (including their operations, revenues, and any problems that have arisen), and consider any new concessions that should be provided. The two Boards then make recommendation to City Council on issuing a Request for Proposals for any new concessions.

The following is the first annual report on concessions in Town Lake Park to be presented to the Boards for consideration.

CURRENT CONCESSIONS

There were seven permanent concessions operating in Town Lake Park between October 1, 1988 and September 30, 1989. (Temporary concessions, defined as those involving no permanent facilities and having a contract shorter than one year, are not included in this report.) Five of the permanent concessions are boats or boat-related. The concession operations are described in detail in Appendix A. Summarized financial information for the concessions is given below. More detailed information is presented in Appendix B.

FINANCIAL ANALYSIS (1987-1988):

	<u>Commission</u>	<u>Sales</u>	<u>Revenue to</u>
		<u>(less tax)</u>	<u>City</u>
1. Lone Star River Boat	5%	\$121,419	\$6,070
2. Zilker Canoe Rental	11%	\$ 66,808	\$7,355
3. Texas Rowing	10%	\$ 29,910	\$2,842
4. Electric Boatworks	\$1000/yr +2%	\$ 29,161	\$1,583
5. Sailaway	\$600/yr +3%	\$ 6,990	\$ 809
6. Zilker Eagle Railroad	10%	\$198,214	\$19,792
6a. Zilker Eagle Souvenirs	10%	\$ 24,875	\$ 2,487
7. Zilker Food/Drink	35%	\$192,533	\$69,642

FINANCIAL ANALYSIS (1988-1989):

	<u>Commission</u>	<u>Sales</u> <u>(less tax)</u>	<u>Revenue to</u> <u>City</u>
1. Lone Star River Boat	5%	\$147,127	\$7,356
2. Zilker Canoe Rental	11%	\$ 59,403	\$6,534
3. Texas Rowing	10%	\$ 27,814	\$2,783
4. Electric Boatworks	\$1000/yr +2%	\$ 27,769	\$1,555
5. Sailaway	\$600/yr +3%	\$ 0	\$ 300
6. Zilker Eagle Railroad	10%	\$195,694	\$19,652
6a. Zilker Eagle Souvenirs	10%	\$ 20,707	\$ 2,070
7. Zilker Food/Drink	35%	\$199,226	\$69,729

Two concessions ceased operation in 1987-88. The first was an adjunct to the Texas Rowing Boat Rental, serving packaged food. The concessionaire reports that he was unable to operate the concession profitably because he did not have the utilities to preserve the foods easily, and because the volume of traffic did not enable him to buy goods in sufficient quantity to make his prices competitive with nearby non-park food services.

The second concession that failed in 1987-88 was the Racing Sails Rental. The concession never generated a substantial amount of business, and was only open erratically. The concessionaire eventually moved out of the city without leaving a forwarding address, and the concession facility was removed from the lake by the Park Police. The last available financial information for these two failed concessions is presented below.

FINANCIAL ANALYSIS OF FAILED CONCESSIONS(1987-88)

	<u>Commission</u>	<u>Sales</u> <u>(less tax)</u>	<u>Revenue to</u> <u>City</u>
1. Tx. Rowing Food	25%	\$ 94	\$ 25
2. Racing Sails	10%	\$ 624	\$ 62

Problems

The present Town Lake Park concession contracts were developed over a number of years, and accordingly there is substantial variation in commissions, length of contracts and some other requirements. These differences will be remedied as the current concession contracts expire, in line with the concession policy recommendations made by the Waterfront Planning Advisory Board and the Parks and Recreation Board.

Specific problems that exist with the current concessions are

described below. These problems can be remedied, for the most part, by the adoption of the standard contract provisions recommended in the Concession Policy, and by the adoption of longer term contracts that will encourage investment in the sites and facilities by the concessionaires.

1. Lone Star River Boat - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. In addition, the concessionaire has reported regular difficulty with vandalism of his boat. The boat is easily accessible from land and water. The erection of a gate across the gangway earlier this year has apparently not completely solved the security problem.

2. Zilker Canoe Rental - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. Environmental and design problems that have arisen with the concession are as follows. The canoe rental is adjacent to an environmentally sensitive portion of the creek. Canoes paddling upstream from the concession into this area have the potential to damage this area. The Parks Board Subcommittee on lower Barton Creek recommended that signage be installed to inform the public of the ecology of the area. In addition, there is no defined chute for launching the canoes into the creek, resulting in bank erosion. Finally, the concessionaire has expressed an interest in building a permanent structure that will be more attractive, and will be less vulnerable to flood damage.

3. Zilker Eagle Railroad - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. Environmental and design problems that exist with the concession are as follows. The train trestle under Barton Springs Road is used illegally by pedestrians. The solution is the construction of a separate pedestrian underpass under Barton Springs Road. Unfortunately, no funds exist at this time for the project. In addition, the concessionaire has expressed an interest in building a new concession building that will be more attractive and in keeping with the Town Lake Comprehensive Plan, and in extending the train tracks toward MoPac.

Problems have also arisen concerning contract interpretation and compliance. The concessionaire argued that his original contract, which specified that the percentage of revenue due the City should increase as the train revenues increased, gave him a disincentive to keep the train operating for its customary schedule. The concession contract was eventually revised to eliminate the escalating percentages.

4. Zilker Food/Drink - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. Environmental and design problems that have arisen are as follows. The back of the building, including air conditioning equipment, faces Barton Springs Pool and should be screened. The concessionaire has indicated interest in developing a larger concession facility, that would be in keeping with the Town Lake Comprehensive Plan.

6. Texas Rowing - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. Environmental and design problems have arisen from the fact that the concession was originally permitted, in 1987, as a temporary concession on a month by month basis. The existing facility is temporary, and the concessionaire has expressed an interest in building a more attractive permanent facility, in keeping with the Town Lake Comprehensive Plan. The existing facility is also located so that boats must be dragged across the hike and bike trail, causing some conflicts between concession users and trail users.

7. Electric Boatworks - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. The reconstruction of Drake Bridge in the winter of 1990 may require the temporary relocation of this concession.

Problems have arisen concerning contract compliance. The concessionaire has been chronically late in making payments.

8. Sailaway - When renegotiated, the concession contract needs to be modified to include the standard provisions recommended in the proposed Concession Policy for Town Lake Park. The present facility, which is for sale, is in need of major repair. In addition, the bank is eroded and the shoreline compacted.

Problems have arisen concerning contract compliance. The concessionaire has been chronically late in making payments, and has not been keeping regular hours at the concession, despite persistent notification by staff. Because no retail sales have been reported by this concessionaire in 1988-89, it is recommended that the termination of the contract be pursued.

GOALS

The Parks and Recreation Department's goals for 1989-90 in the development of concessions in Town Lake Park are:

1. The promotion of sport rowing

A constant level lake in a warm climate, such as Town Lake, is perfect for all types of rowing. One boathouse has been established in eastern part of Town Lake, and is now at capacity. There is clearly a greater demand for rowing than the present facilities will accommodate.

At the present time, the area between Barton Creek and Congress Avenue is heavily used by slow moving boats, propelled by often inexperienced boaters. It is therefore recommended that, for boat safety, sport rowing facilities be located west of Barton Creek or east of Congress Avenue. A boathouse comparable in size to the existing one, located on the west end of Town Lake, would aid in the promotion of Austin as a rowing center.

2. The promotion of recreational, non-motorized boating

Town Lake also provides the opportunity for boating that requires a lower skill level than sculling, adjacent to downtown and urban neighborhoods. A wider variety of available boat types, including for example rowboats, paddleboats, and sailboats, would encourage more recreational boating on more different parts of the Lake.

3. Services for trail users

There are presently no food or drink concessions that serve people walking or exercising on the trail. The development of small concessions adjacent to the trail, serving for example snacks and juices, would be a welcome service for trail users, and encourage other uses of the trail besides jogging.

4. Expanded concession service in Zilker Park

Both the Zilker Eagle Railroad and the food/drink concession at Barton Springs Pool are very successful concessions that have the potential to offer more and better services to park users. The Zilker Eagle, for example, has the potential to act as a shuttle between the MoPac parking lot and Barton Springs Pool. The Barton Springs food/drink concession could offer more variety and service in a modified facility. Other concessions might be developed in the playscape area, that would further the completion of the Zilker Playscape Plan.

5. Establishment of more concessions in the east half of Town Lake

Only one concession is now located east of I-35. There is the potential for more boat concessions in that area, as well as food and drink concessions to serve the park users at Festival Beach and Fiesta Gardens.

6. Upgrading the existing concession facilities

Many of the existing concession facilities are haphazard structures. Within the constraints established by their existing contracts, more attention needs to be paid to correcting the aesthetic and environmental problems these facilities may present.

RECOMMENDATIONS

The Parks and Recreation Department recommends that a RFP be issued, requesting proposals for the following concessions:

1. Development of a new boathouse, to be located west of the mouth of Barton Creek. It is not recommended, at this time, that more than one boathouse be located west of Barton Creek, in order to minimize boat traffic conflicts. Therefore, it is recommended that either the existing Texas Rowing concession be relocated into a permanent structure, or that a new boathouse not be developed until the Texas Rowing contract expires.
2. A sailboat rental facility, to be located east of Kasuba Point, in the Basin, on the south shore of Town Lake.
3. Two recreational boat rental facilities, with one located at Festival Beach or Fiesta Gardens.
4. Food and drink concessions at any of the Town Lake trailheads, or in conjunction with any existing or proposed facility. No more than three new permanent food and drink concessions should be considered at this time, and all concessions should be required to submit a plan for dealing with the wastes generated by their concession.
5. An expanded snack bar at Barton Springs Pool.
6. Expanded service or improved facilities for any of the existing concessions.
7. Concessions that will further the development of the Zilker Playscape, compatibly with the playscape master plan.
8. The development of an educational organic garden, to be located on the east bank of Barton Creek, on the park frontage on the north side of Barton Springs Road. The purpose of the garden will be to demonstrate appropriate and innovative gardening practices.

Discussion

There are presently about 145 boats available for rental on Town Lake. In addition, the Austin Rowing Club maintains boats for use on the Lake, and citizens may launch their own

non-powered boats on Town Lake at will. An approximate carrying capacity for Town Lake for boats can be determined in two ways. The first is by conducting and applying recreational carrying capacity methodologies to Town Lake. One such methodology, developed by the Army Corps of Engineers for use on reservoirs, is discussed below. The second way in which carrying capacity for boats on Town Lake can be determined is inductively: that is to say, by allowing the number of additional boats on the Lake to increase gradually, until it is determined by the Boards responsible for oversight of Town Lake Park development that no more boats can be comfortably accommodated. The Town Lake Park Ordinance relies on this latter approach.

The Army Corps of Engineers "Recreation Carrying Capacity Handbook Methods and Techniques for Planning, Design, and Management" (July 1980) describes a procedure, based on interviews, for determining the 'Social Carrying Capacity' for recreational facilities. The study is of limited application to Town Lake, because its data and assumptions are based on minimally developed rural reservoirs, rather than on a developed urban lake, like Town Lake. Further, the study's data are based on extensive interviews with users, and no such data exists for Town Lake. Nevertheless, a subjective application of the method results in a recommended carrying capacity of 1.75 acres per boat, or 285 boats.

Using these figures as a guide, it is conservatively recommended that no more than 100 additional boats for rent be permitted at this time, with no more than 50 additional boats permitted at any one of the recommended facilities. Future increases in the number of boats permitted on the Lake may be recommended in the annual reports that will be presented to the Waterfront Planning Advisory Board and the Parks and Recreation Board, and would require City Council approval. It is also recommended that all contracts give PARD the right to limit the number of boats available for rental at any time, if conditions warrant.

Food and drink concessions should be located in such a way that they will not interfere with traffic on the trail. The food and drink concessions should be a service to park users, not a destination for people looking for a place to eat. Therefore, food and drink concessions that could reasonably be expected to generate a substantial amount of additional automobile traffic should not be considered at this time. Bicycle rental concessions should not be considered until a separate bicycle trail is constructed.

CONCLUSION

This report is mandated by the Town Lake Park Ordinance, in order to enable the Parks and Recreation Board and the Waterfront Planning Advisory Board to make recommendation to

the City Council on whether a Request for Proposals(RFP) should be issued.

If a RFP is issued, the proposals received will be considered by an evaluation team comprised of representatives of the Parks and Recreation Board, the Waterfront Planning Advisory Board, the Design Commission and the Environmental Board, as well as City staff. The recommendations of that evaluation team will go directly to City Council, which can authorize entering into contract negotiations with the recommended proposers.



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 18, 1990

SUBJECT: West Austin Youth Association Field Improvements

West Austin Youth Association (WAYA) presently operates several sports fields in Town Lake Park. These fields are on the north shore of Town Lake, north of West First Street and west of Lamar Blvd., in front of the YMCA and the Humane Society (Attachment A). WAYA is proposing to modify the fence on one of those fields, Bechtol-Harper Field, as described in the attached letter (Attachment B). The proposal has been reviewed by PARD staff and the Waterfront Planning Advisory Board, whose recommendation is attached (Attachment C).

STAFF RECOMMENDATION:

PARD recommends that the West Austin Youth Association be permitted to modify the fence around Bechtol-Harper field as proposed, with openings as large as possible in the fence, to facilitate use of the field by the general public. Further, it is recommended that any signs prohibiting entry of the general public onto the field be removed. Finally, it is recommended that a formal agreement be developed, to allow for regular reviews of the operation of the area by the appropriate Boards.

Please contact me if you need any additional information.

Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM:CK



KER PARK

WEST FIRST

WAYA AREA

HUMANE SOCIETY

BECHTOL-HARPER
FIELD

YMCA

TOWN LAKE

LAMAR



NORTH

**George E. Henderson
600 Congress, Suite 2400
Austin, TX 78701
320-4524**

June 6, 1990

**Ms. Carolyn Kelly
City of Austin
Parks and Recreation Department
1500 Riverside at Lamar
Austin, TX 78704**

Hand Deliver

**Re: West Austin Youth Association
Bechtol-Harper Field**

Dear Carolyn:

We have discussed maintenance and replacement work that the West Austin Youth Association will be undertaking at the Bechtol-Harper Field location on West First Street and the City of Austin's requirements for approval of that work. This letter summarizes the work for which WAYA seeks City of Austin approval.

I have enclosed a map of the field location. Bechtol-Harper Field lies south of the YMCA site and west of the City's softball field and the area where parking and greenbelt improvements are currently being made. A creek and the Humane Society location are west of Bechtol-Harper Field. West First Street runs along the southern part of the site.

To enhance the sense of open park space and to reduce maintenance burdens, while keeping costs within a manageable limit, WAYA has proposed the following:

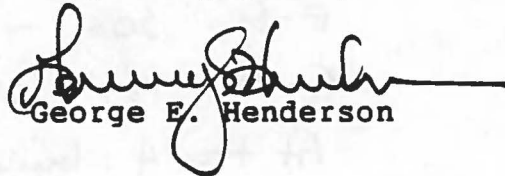
- 1. Remove the existing 8' wood fence along line C-D, and replace with a 6' chain link fence that follows the original fence line, but is offset to the west by about 12'-13' at point X to run along the line of power and light poles to point Y. An existing batting cage in that area will be removed.**

Ms. Carolyn Kelly
June 6, 1990
Page 2

2. Rebuild/restore the fence along line F-G (left field), at a 6' level, using at least in part materials salvaged from the old right field fence (C-D). An offset (bringing the fence line around and to the west of a tree) will be needed at Tree 4, which has grown into the existing fence line.
3. Lower all wood fences to 6' (right and left fields) and 8' (center field) from present heights of 8' and 16'. By lowering the height of the right field fence, we expect to allow the branches of Tree 8 to clear the fence.

This letter may be incorporated as supporting information for any request for City approvals that are necessary for this work to proceed. I appreciate your assistance in the development and analysis of this proposal.

Very truly yours,


George E. Henderson

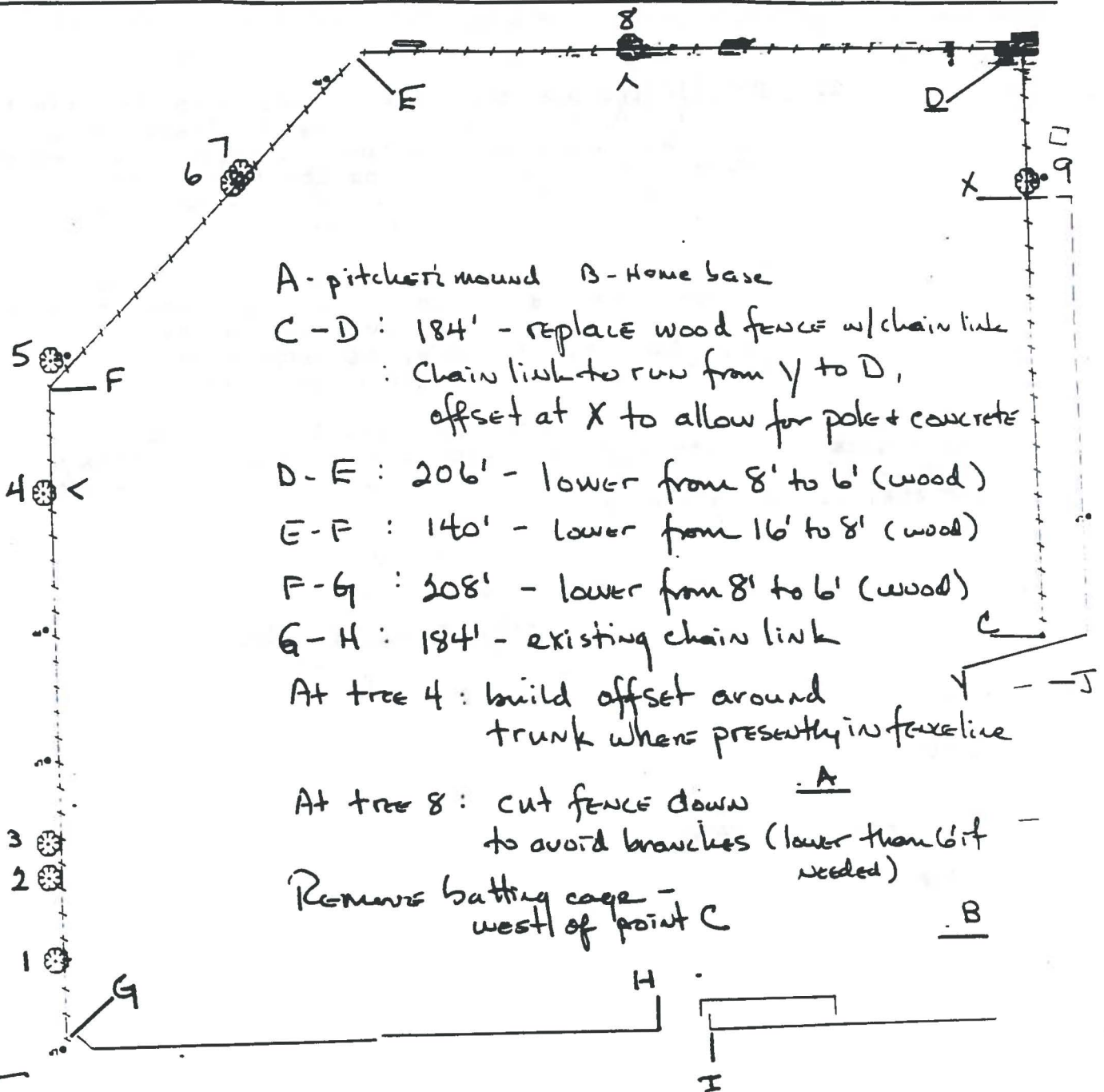
GEH/mjr

Enclosure

cc: Mr. Bill Bell
President, WAYA

7396A

WEST FIRST STREET



DRIVEWAY & PARKING

YMCA
location

I - J:
backstop +
bleacher area

S
N



M E M O R A N D U M

TO: Manuel A. Mollinedo, Director
Parks and Recreation Department

FROM: Jonathan Markley, Chair
Waterfront Planning Advisory Board

DATE: June 18, 1990

SUBJECT: West Austin Youth Association Field Modifications

At our regularly scheduled meeting of June 13, 1990, the Waterfront Planning Advisory Board took the following action concerning the proposal of the West Austin Youth Association to modify Bechtol-Harper field:

The Waterfront Planning Advisory Board recommends approval of the WAYA proposal for the field improvements, with the modifications discussed. Those modifications were the enlargement of the openings on the left and right field lines, in order that the fields be and appear more open to use by the general public, as is recommended in the Town Lake Comprehensive Plan. In addition, the Board requests that the West Austin Youth Association supply the Board with a draft of their current agreement with the City, in order to facilitate cooperation between the parties.

If you have any questions, please contact me at 482-5407.

Jonathan Markley, Chair
Waterfront Planning Advisory Board

JM:CK

M E M O R A N D U M

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 12, 1990

SUBJECT: Senior Activity Center - Survey Results

In April, 1990, the Senior Activity Center (SAC) included a program survey in its monthly newsletter. Of approximately 2,100 newsletters that were distributed, 1,212 of which were mailed directly to participants, 85 surveys were completed and returned.

Responses to the surveys were broken into categories for statistical purposes only according to age, sex and marital status.

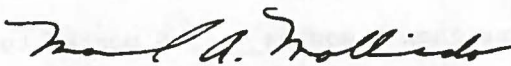
The majority of the responses were received from single females in the 60-70 year age category with 26 responses. Of the 26, 11 indicated that the current programming at SAC is meeting their needs, five indicated that it is not, and seven were undecided. The most popular response in recreational activity was Singles Club with 18. There also seems to be high interest in dance with this group.

The next highest was from single females 70-80 years, with 21 responses. Of these, only one indicated that the center programming was not meeting her needs, and only three were undecided. Again, the most popular recreational activity was Singles Club with eight. Health and wellness programs also seem to be popular with this group.

Next in highest number of responses were married females 60-70, married females 70-80, single females 80+ and married males 70-80, all with six responses. Of all these categories, one male and two females indicated that the center programs do not meet their needs. Interests in all these groups seem to be varied and scattered. However, there was much interest in Educational Seminars/Workshops for the married female 60-70 category.

Three responses were received from the single females 50-60, single males 70-80 and males 80+. Two responses from the married females 50-60 and married males 60-70 and one response from a single male 60-70 were also returned. Again, responses were quite varied in all areas and only two participants indicated that program needs are not being met.

Eighty-five (85) responses out of the 2,100 distributed surveys cannot adequately assess whether all participant needs are being met. However, with the information obtained and additional comments and suggestions included on many of the surveys, we can better understand what the needs are and try to focus on more specific programs when targeting a particular age or sex category.


Manuel A. Mollinedo, Director
Parks and Recreation Department

PLEASE COMPLETE AND EITHER DROP IN SUGGESTION BOX OR MAIL TO:

SENIOR ACTIVITY CENTER

2874 SHOAL CREST
Austin, Texas 78705

PROGRAM SURVEY

Please complete the following Survey and return via mail or in person to the Host/Hostess Volunteer in the SAC Lobby. This is your opportunity to offer your direct input and express your opinions. All answers are confidential.

GENERAL INFORMATION: Check One..

1. Sex: Male ☐ Female ☐
2. Age: 50-60 ☐ 60-70 ☐ 70-80 ☐ 80-Up ☐
3. Marital Status: Single ☐ Married ☐
4. How long have you been coming to the Center? Less than 6 months ☐, 6 months to 1 year ☐, 1 to 3 years ☐, Over 3 years ☐.
5. Do you receive the monthly Newsletter in the mail? Yes ☐, No ☐.
6. Check any of the activities in which you currently participate at the Center:
Club meetings ☐, Classes ☐, Table Games ☐, Health Services ☐, Special Events ☐, Volunteering ☐, Special Speakers & Seminars ☐, Luncheons ☐, Tours/Trips ☐, Other ☐.
7. What is closest major intersection to your home: _____.

PROGRAMMING INFORMATION:

1. Indicate which program category is most important to you, by rating on a 1-4 scale the following categories, with one (1) being the most important and four (4) being the least important.

☐ Recreational Activities
☐ Instructed Classes
☐ Health/Wellness Programs
☐ Educational Seminars/Workshops

2. Is the current programming at the Center meeting your needs? Yes ☐, No ☐.
3. Indicate below the type of specific activities you would participate in at the Center:

RECREATIONAL ACTIVITIES

☐ Walking Club
☐ Camp Out

☐ Quilting Club

☐ Talent Show



M E M O R A N D U M

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: June 15, 1990

SUBJECT: Trap and Skeet Club Agreement

Please find attached an overview of cooperative programs between the Capital City Trap and Skeet Club, Inc. and the Parks and Recreation Department you had requested. If you need additional information, please let me know.

A handwritten signature in cursive script, reading "Manuel A. Mollinedo".

Manuel A. Mollinedo, Director
Parks and Recreation Department

5/30/90

OVERVIEW OF CURRENT COOPERATIVE PROGRAMS BETWEEN CAPITAL CITY TRAP & SKEET CLUB, INC (CCT&S); AND, AUSTIN PARKS AND RECREATION DEPARTMENT (PARD).

RECREATION CENTER PROGRAMS:

- CURRENT AGREEMENTS EXIST WITH NWRC, ARC, AND DJRC FOR CONTRACTUAL CLASSES TAUGHT AND HOSTED BY CCT&S.
- CCT&S WILL INSTRUCT A CLASS WITH A MINIMUM OF ONE ENROLLED AND A MAXIMUM OF SIX.
- TO DATE, NO ONE RECREATION CENTER HAS HAD A FULL CLASS, SO, DATES FOR CLASSES ARE ARRANGED SO THAT ALL CLASSES LISTED THRU EACH FACILITY ARE CONCURRENT WITH ONE ANOTHER. ALL PARTICIPANTS ARE THEN COMBINED TO CREATE THE CLASS.
- CLASSES THAT HAVE MORE THAN 6 PARTICIPANTS ARE DIVIDED INTO TWO CLASSES AND ANOTHER INSTRUCTOR IS PROVIDED BY CCT&S AT NO ADDITIONAL CHARGE TO STUDENTS.
- IN THE PAST, OVERTURES HAVE BEEN MADE TO PAN AM & PARQUE ZARAGOZA CENTERS FOR COOPERATIVE CLASSES. HOWEVER, THE PROGRAM STAFF AT THESE PARTICULAR CENTERS FELT THAT SINCE THEY WERE ALREADY PROGRAMMING IN A VIOLENT PRONE COMMUNITY THAT IT WOULD BE IN CONFLICT TO PROMOTE PROGRAMS THAT USE FIREARMS.
- FUTURE OVERTURES TO METZ/MARTIN, MONTOPOLIS, ROSEWOOD, SOUTH AUSTIN, DITTMAR, AND GIVENS ARE PLANNED FOR THE FALL 1990 PROGRAMS. IT WILL BE LEFT UP TO THE DISCRETION OF THE SITE PROGRAMMERS AT EACH FACILITY AS TO WHETHER THEY WISH TO COORDINATE A PROGRAM THRU CCT&S BASED ON THE NEEDS OF THE COMMUNITY THEY ARE SERVICING.
- SEE PROGRAM OUTLINE ATTACHED CITING THE PARAMETERS OF THE INSTRUCTIONAL CLASS.
- CCT&S WOULD WELCOME THE INPUT OF RECREATIONAL PARD STAFF FOR ANY ADDITIONAL PROGRAMS THAT THEY MAY FEEL WOULD HELP TO MEET NEEDS IN THEIR RESPECTIVE COMMUNITIES; OR, ON A CITY-WIDE BASIS.

OTHER CURRENT AND ONGOING PROGRAMS OFFERED BY CCT&S TO CITY OF AUSTIN RESIDENTS:

FUNSHOOTS: SPECIAL SHOTGUN ACTIVITIES THAT ARE GEARED FOR THE NOVICE AS WELL AS EXPERIENCED SHOT GUNNER. THESE ACTIVITIES INCLUDE DIFFERENT VARIATIONS OF THE STANDARD TRAP & SKEET GAMES AS WELL AS SPECIAL COURSES DESIGNED TO CHALLENGE DIFFERENT SKILL LEVELS. FUN SHOOTS ARE PLANNED AND HOSTED BY CCT&S ON THE AVERAGE ON ONE PER MONTH AND ARE OPEN TO THE PUBLIC.

REGISTERED SHOOTS: FALL INTO TWO CATEGORIES, REGISTERED TRAP AND REGISTERED SKEET EVENTS. REGISTERED SHOTS ARE SEASONAL ACTIVITIES; THE MAJORITY OF WHICH OCCUR BETWEEN FEBRUARY AND SEPTEMBER OF EACH YEAR. REGISTERED SHOOTERS ARE AFFILIATED WITH STATE AND NATIONAL BRANCHES OF THE TRAP AND SKEET ORGANIZATIONS. ALL SHOOTER'S SCORES FROM REGISTERED EVENTS ARE SUBMITTED TO THE STATE AND NATIONAL ORGANIZATIONS WHERE THEY ARE AVERAGED AND BROKEN DOWN INTO CLASSES BASED ON THAT AVERAGE. SCORES ARE THEN PUBLISHED IN THE AFFILIATE'S MONTHLY PERIODICALS. ALL REGISTERED SHOTS ARE OPEN TO THE PUBLIC.

OPEN RANGE SHOOTING: CCT&S OFFERS OPEN RANGE SHOOTING ON WEDNESDAY THRU SUNDAY FROM 12 NOON TO DARK ON A YEAR ROUND BASIS. CCT&S IS CLOSED ONLY FOR THE THANKSGIVING AND CHRISTMAS HOLIDAYS. DURING THIS TIME FRAME THE RANGE IS OPEN TO THE PUBLIC AS WELL AS TO CLUB MEMBERS ON A FIRST-COME FIRST-SERVED BASIS. OPEN RANGE SHOOTING CONSTITUTES THE GREATEST AREA OF PARTICIPATION AT CCT&S.

NO COST/AT COST EDUCATIONAL ACTIVITIES OFFERED TO THE PUBLIC: ONE OF THE PRIMARY STAFF GOALS AT CCT&S IS CUSTOMER SERVICE. EVERY EFFORT IS MADE TO PROVIDE CLEAN AND ATTRACTIVE FACILITIES AND COURTEOUS HELP TO ALL SHOOTING PARTICIPANTS AND SPECTATORS. CCT&S HAS OFFERED FIREARM SAFETY, CLEANING, LOADING, AND MAINTENANCE WORKSHOPS IN THE PAST. EACH STAFF MEMBER HAS A STRUCTURED SHOOTING BACKGROUND AND IS READY TO ASSIST GROUPS AND INDIVIDUALS IN ALL ABOVE MENTIONED AREAS. CCT&S ALSO COORDINATES EXHIBITION STYLE ACTIVITIES THRU CORPORATIONS SUCH AS WINCHESTER, FEDERAL, ETC.. IN AREAS SUCH AS RE-LOADING, SHOOTING AND FIREARM CLINICS, AND SPONSORSHIP OF INTERNATIONALLY RENOWNED SHOOTERS FOR PUBLIC EXHIBITIONS. THERE IS A BREAKDOWN OF PARTICIPANT USAGE PROVIDED IN AN ATTACHMENT.

BREAKDOWN OF CLASS FEES & PERCENTAGES:**INSTRUCTOR FEES:**

CLASS TIME & PREP TIME--10 HOURS X \$5.00/HOUR = \$50.00

CLASS SUPPLIES:

CLEANING EQUIPMENT.....\$10.00
 TARGETS: 12 ROUNDS/PARTICIPANT X \$3.00/ROUND = \$36.00
 CERTIFICATES.....\$ 1.00

TOTAL TO HOST CLASS FOR ONE PARTICIPANT: \$97.00

EACH ADDITIONAL PARTICIPANT IN THE CLASS RAISES THE TOTAL OVERHEAD TO CONDUCT THE CLASS \$37.00 TO COVER TARGETS AND CERTIFICATES.

PERCENTAGE BREAKDOWNS:

CCT&S CURRENTLY HAS A 20/80 CONTRACTUAL SPLIT WITH CLASSES COORDINATED THRU THE RECREATION CENTERS.

2 PARTICIPANTS X \$45.00 = \$90.00 X .08 = \$72.00
 3 PARTICIPANTS X \$45.00 = \$135.00 X .08 = \$108.00
 4 PARTICIPANTS X \$45.00 = \$180.00 X .08 = \$144.00
 5 PARTICIPANTS X \$45.00 = \$225.00 X .08 = \$180.00
 6 PARTICIPANTS X \$45.00 = \$270.00 X .08 = \$216.00

AS YOU CAN SEE, CCT&S NEVER QUITE RE-COUPS ITS OVERHEAD WHEN CONDUCTING A CLASS BASED ON A 20/80 SPLIT. OUR GOAL IN THE CLASSES ARE TO CREATE AN ATMOSPHERE IN WHICH THE PARTICIPANT CAN HAVE SOME IMMEDIATE SUCCESS AT TARGET SHOOTING. THIS USUALLY MOTIVATES THEM TO WANT TO PRACTICE BETWEEN CLASSES AND TO WANT TO CONTINUE TO PARTICIPATE AFTER CLASSES ARE COMPLETED. PRACTICE BETWEEN CLASSES AND CONTINUED PARTICIPATION AFTER CLASSES, PLUS PARTICIPANT REFERRALS FOR NEW CLASSES HELPS TO RE-COUP THE OVERHEAD CCT&S INCURS TO TEACH THE CLASS. OUR GOAL IN THE CLASS SETTING IS NOT TO MAKE MONEY, BUT, TO EXPOSE AS MANY PEOPLE AS POSSIBLE TO A POSITIVE FIREARM/SAFETY ORIENTED ENVIRONMENT.

CONCESSION SALES:

CCT&S SELLS ALL COMPONENTS TO RE-LOAD SHOTGUN SHELLS. THE MARK-UP FOR MEMBERS IS 8% ABOVE WHOLESALE COST TO CCT&S AND TO NON-MEMBERS A 12% MARK-UP IS INCURRED. THESE MARK-UPS INCLUDE ALL SALES TAXES. CCT&S HAS THE MOST CONSISTENT LOW PRICES OF ANY COMPONENT SALES OUTLET IN THE AUSTIN AREA TO THEIR MEMBERSHIP AS WELL AS NON-MEMBERS. ABOUT THE ONLY PLACES MORE COMPETITIVELY PRICED ARE LARGE DISCOUNT HOUSES SUCH AS TARGET, BEST PRODUCTS, ETC... WHO ARE ABLE TO DEAL DIRECTLY WITH MANUFACTURERS BASED ON THEIR VOLUME SALES.

PROGRAM NARRATIVE PART IV

1. OBJECTIVES AND NEED FOR ASSISTANCE:

CAPITAL CITY TRAP & SKEET CLUB RESIDES ON APPROXIMATELY 300 ACRES OF PUBLIC LAND. DEVELOPED AREAS INCLUDE: FOUR SKEET FIELDS, THREE TRAP FIELDS (INCLUDING DOUBLES AND INTERNATIONAL WOBBLE TRAP), LIGHTED FIELDS, CLUBHOUSE, AND RESTROOMS. THE STAFF AND BOARD OF THE CAPITAL CITY TRAP & SKEET CLUB ARE COMMITTED TO THE FOLLOWING GOALS:

- PROMOTE HUNTER AND FIREARM SAFETY AND ENHANCE THE EXISTING FACILITY TO ACCOMMODATE THE SHOOTING POPULATION OF TRAVIS AND WILLIAMSON COUNTIES.
- PROVIDE THE SHOOTING POPULATION WITH A SAFE AND ACCESSIBLE RECREATION/TRAINING FACILITY.
- PROVIDE YOUTH, ADULTS, AND SR. CITIZENS WITH SAFE AND AFFORDABLE RECREATIONAL OPPORTUNITIES.
- AS A NON-PROFIT CORPORATION, SUPPORT THE BROADER CONCEPTS OF CONSERVATION SPONSORED BY LOCAL AND STATE GOVERNMENT.

2. EXPECTED BENEFITS:

CAPITAL CITY TRAP & SKEET HAS AN OVER TEN YEAR HISTORY OF PROVIDING SAFE, ACCESSIBLE, AND AFFORDABLE SHOOTING PROGRAMS FOR ITS PARTICIPANTS. DURING THIS TIME THE RANGE HAS GROWN AS DEMAND GREW FOR ITS SERVICES. THE FOLLOWING IS A LIST OF GROUPS WHO HAVE BENEFITED FROM ITS USE:

	NUMBER	PERCENTAGE
--HUNTER EDUCATION STUDENTS	60	0.2
--4-H MEMBERS	700	2.4
--CAPITAL CITY MEMBERS (107)	7000	24.1
--COLLEGE STUDENTS	3000	10.3
--LAW OFFICERS	800	2.7
--OUTDOOR EDUCATION STUDENTS	200	0.6
--SHOOTING COMPETITORS	6300	21.7
--SEASONAL PARTICIPANTS	10940	37.7
TOTALS:	29000	99.7

THE ABOVE NUMBERS REFLECT THE AMOUNT OF TARGET ROUNDS THROWN FOR EACH GROUP ON A YEARLY AVERAGE. THIS CHART ALSO APPEARS IN THE "EXISTING INVENTORY" SECTION OF THIS GRANT REQUEST. IT SHOULD BE NOTED THAT THE SEASONAL PARTICIPANT GROUP IS NOT ONLY THE LARGEST, BUT ALSO THE MOST DIVERSE OF THE GROUPS. ITS RANKS HAVE INCLUDED HUNTERS, AMATEUR SHOOTERS, YOUTH AND ADULT CLASSES, EXHIBIT SHOOT, BENEFIT SHOOT FOR GROUPS SUCH AS MARCH OF DIMES AND MUSCULAR DYSTROPHY ASSOCIATION, SR. CITIZENS, AND OUT OF TOWN AND OUT OF COUNTRY VISITORS.